

Exhibits

NOTICE OF OPPOSITION

TTAB

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Trademark Application Serial No.: 78347513
For the Mark: FOODPHONE
Published in the Official Gazette on: September 28, 2004

FOODPHONE, LLC X

Opposer,

Opposition No.

v.

VERONICA G. HEGEMAN

Applicant

X

NOTICE OF OPPOSITION OF FOODPHONE, LLC

In the matter of the intent-to-use application for registration of one alleged service mark, VERONICA HEGEMAN, Applicant, requests the proprietary right to use the word mark "FOODPHONE." Applicant states that this mark is used in her business with "telephone information service featuring restaurant and food information" pursuant to International Class 43.

FOODPHONE, LLC ("Opposer"), is a Limited Liability Company, duly incorporated in New York State, and whose business address is 293 Castle Avenue, Westbury, NY 11590.

Opposer believes that it will be damaged by the registration of the word mark "FOODPHONE" as shown in Serial No. 78347513 in International Class 43 and hereby opposes same as it creates a likelihood of confusion with a mark already in use by FOODPHONE, LLC and for which Opposer intends to file a trademark application.

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300.00 DP



10-28-2004

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #64

The grounds for opposition are as follows:

1. Opposer first obtained a Business Certificate on July 1, 2003, for transacting business in New York State under the name Food Phone. On January 29, 2004, Opposer incorporated as a Limited Liability Company in New York State under the name FOODPHONE, LLC (see Exhibit 1).
2. Opposer has been using the FOODPHONE name to transact business in the New York City metropolitan area since 2003, prior to the filing by the Applicant.
3. Opposer's business is a telephone information service featuring restaurant and food information, similar to the goods and service for which the Applicant seeks proprietary rights to the use of the mark FOODPHONE.
4. Opposer's business services enable consumers to dial the telephone number 777-FOOD in various telephone area codes and connect to a computerized telephone system. This system allows the caller to search for open restaurants in a specific area and to be connected directly to an open restaurant to place an order for take-out or delivery.
5. Opposer has also secured ownership of the telephone number 777-FOOD in the area codes 212, 718, 516, and 631 in New York City and Long Island, NY, as well as the area codes 323, 310, and 415 in California (see Exhibit 2, back of business card). Other access numbers have been acquired in other cities, including Atlanta, Philadelphia, Pittsburgh, Portland, and Baltimore.
6. Opposer markets its services to restaurants using the FOODPHONE mark (see Exhibit 3 for sample marketing materials).
7. Opposer currently has about 50 restaurants under contract that are familiar with the FOODPHONE name (see Exhibit 4 for sample contracts).
8. Opposer publishes and distributes a menu booklet using the FOODPHONE mark that features local restaurants that have contracted for FOODPHONE, LLC services (see Exhibit 5).
9. Opposer distributes as many as 10,000 printed menu booklets in any one local marketing area every six months.
10. Opposer has over 30 advertisers and sponsors for its printed menu booklets.
11. Opposer operates and maintains a website (<http://www.thefoodphone.com>) that allows consumers to visit and obtain menu information for restaurants in various regions (see Exhibit 6).
12. Opposer provides restaurants with business cards to distribute to customers that include the restaurant's unique express code used to select the restaurant when dialing 777-FOOD. The business cards prominently display the FOODPHONE website (<http://www.thefoodphone.com>) and the 777-FOOD telephone number (see Exhibit 7). These business cards are currently in over 200 restaurants.

13. When a customer calls 777-FOOD the customer can select from the available restaurants in their region and is then connected directly to the restaurant to place their order (see Exhibit 8 for a CD with sample recordings of actual orders placed).
14. Opposer telephone system has received over 10,000 customer calls to date. Opposer maintains telephone call logs of all calls made to the various 777-FOOD numbers (see Exhibit 9 for sample listings). Samples were selected randomly for one page from January to August, 2004.
15. Opposer has distributed over 8,000 flyers to promote the FOODPHONE brand.
16. Opposer uses the mark FOODPHONE to market its services to restaurants and on its menu guides and other marketing and promotional materials to advertise its services to consumers.
17. Applicant filed her trademark registration for the proprietary use of the mark FOODPHONE with a filing basis of intent to use (Section 1b). In the online Yellowpages (<http://yellowpages.superpages.com>) (see Exhibit 10) the Applicant's business profile alleges that the Applicant, under the business name FOODPHONE, INC., has been in operation since 1991. If in fact the Applicant has been in business since 1991, then the appropriate filing basis for the trademark application should be actual use in commerce (Section 1a). If actual use has occurred before the application is made for trademark registration, such application should be based on the actual use in commerce.
18. In the Applicant's business profile listed on Superpages.com (see Exhibit 10) the Applicant claims 777-FOOD to be her brand and also lists it under the heading of Certifications & Affiliations. However, the Applicant clearly has no ownership rights to the 777-FOOD brand in the New York City metropolitan area, since this brand and telephone number is owned by Opposer.
19. In the business profile, Applicant lists her business name as FOODPHONE, INC. However, a search with the New York State Department of State, Division of Corporations does not show any such entity registered with the State.
20. Applicant's advertising and use of the mark FOODPHONE in her Superpages.com listing is deceptive to consumers as the Applicant is making allegations that have no basis in fact and lead consumers to believe that she owns and operates the FOODPHONE brand, to the detriment of the Opposer, and to the detriment of consumers who may see her advertisement and believe she is the source of Opposer's services.
21. Opposer believes that the above referenced mark is confusingly similar to its existing mark, and particularly so since the Applicant lives in New York City and may intend to use her mark in New York and nationwide. Opposer has already taken steps to use its mark nationwide. The referenced mark is based on services that are substantially similar to those of Opposer.
22. Opposer has incurred substantial expense to establish and promote its mark among consumers, advertisers, and restaurant owners. Furthermore, the Opposer's FOODPHONE mark is already known to restaurant owners and consumers. Since Applicant used a filing basis of intent to use, Applicant is acknowledging that she has

not yet commenced actual use of the mark in commerce. Opposer believes that allowing the registration of the above referenced application will result in a likelihood of confusion as to the source of the services provided by Opposer and the Applicant.

23. Opposer intends to file a trademark application for the use of the service mark FOODPHONE based on actual use in commerce, and Opposer has already started the application process.

By reason of the foregoing, Opposer believes and submits that it will be irreparably damaged by being restricted from advertising, promoting or otherwise using the FOODPHONE mark in inter-state commerce if Applicant is allowed to register "FOODPHONE" in International Class 43 as a trademark.

WHEREFORE, Opposer prays that this Opposition be sustained and that the application for the registration of the word mark "FOODPHONE" be denied.


POWER OF ATTORNEY

Opposer has appointed Anthony L. Soudatt, a member of the Bar for the State of New York, to prosecute this opposition proceeding and to transact all business in and before the United States Patent and Trademark Office in connection herewith. Please address all correspondence to:

ANTHONY L. SOUDATT, Esq.
1776 Whittier Street
Rahway, NJ 07065

The filing fee for this opposition in the amount of \$300 is enclosed herewith.

Respectfully submitted,


ANTHONY L. SOUDATT, Esq.
Attorney for Opposer
1776 Whittier Street
Rahway, NJ 07065
732-574-9598

October 26, 2004

NYS Department of State
Division of Corporations

Entity Information

Selected Entity Name: FOODPHONE, LLC

Current Entity Name: FOODPHONE, LLC
Initial DOS Filing Date: JANUARY 29, 2004
County: NASSAU
Jurisdiction: NEW YORK
Entity Type: DOMESTIC LIMITED LIABILITY COMPANY
Current Entity Status: ACTIVE

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)
LEI JIAN LI
2580 GRAND AVE
BELLMORE, NEW YORK 11710

Registered Agent
LIE JIAN LI
2580 GRAND AVE
BELLMORE, NEW YORK 11710

NOTE: New York State does not issue organizational identification numbers.

[[Search Results](#)] [[Search the Database](#)]

[[Division of Corporations, State Records and UCC Home Page](#)] [[NYS Department of State Home Page](#)]

4. The business listee agrees and acknowledges that Food Phone is in no way liable for any injuries to either business listee or its employees that may occur as a result of a Food Phone assisted transaction.
5. The business listee agrees and acknowledges that Food Phone is in no way liable for damages to the client business listee is servicing that may occur as a result of a Food Phone assisted transaction.
6. The business listee may terminate this agreement by providing written notice to Food Phone.
7. Food Phone reserves the right to remove any business listee from its listing at any time without notice or reason.
8. Food Phone reserves full rights to alter its fee structure provided that it notifies the businesses via email or US Postal mail one month before the change in fee structure takes effect.
9. Except where a party has changed its corporate name or merged with another corporation, this agreement may be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this agreement.
10. This agreement may only be amended or modified by a written instrument executed by both Food Phone and the business listee.
11. The business listee retains the right to exclude payment for forwarded calls that does not result in additional revenue for the business listee. Abuse of such a policy will result in the removal of the business listee from the Food Phone directory listing without warning.
12. Food Phone reserves the right to record conversations that are routed through its system.
13. The business listee is liable for all cost, expenses and expenditures including, and without limitation, the complete legal costs incurred by Food Phone in enforcing this agreement as a result of any default of this agreement by the business listee.
14. This agreement will be construed in accordance with and governed by the laws of the State of New York.
15. This agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of Food Phone and the business listee.
16. No failure or delay by Food Phone in exercising any power, right or privilege provided in this agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this agreement.
17. The address for any notice to be delivered to any of the parties to this agreement is as follows:
a. Food Phone: USA; and
b. _____:

IN WITNESS WHEREOF Food Phone and the business listee have duly affixed their signatures by duly authorized officers under seal on this ____ day of _____, ____

Business Listee

Date:

7/8/03

3. The business listee agrees and acknowledges that Food Phone is merely a telephone routing/business listing system and in no way makes any recommendations to the said business. As a result, it is in no way liable for actions of the business listee or the consequences that may result from the business listee's rendering of services to its clients.
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Business Listee

Date:

7-9-03

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17. The address for any notice to be delivered to any of the parties to this agreement is as follows:
 - a. Food Phone: USA; and
 - b. Hunkins: 338 Hempstead Ave W. Hempstead NY 11552
P.O. Box

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Date:

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Business Listee

Date:

July 8, 03

The foodph ne

connecting
you with
local
restaurants

Restaurant Name:

Town:

Find

Express Code:

Find Zip Code:

Find

LONG ISLAND MENUS FOOD PHONE 777-FOOD



honey, enter your
search criteria....

New York

California

Georgia

Pennsylvania

Coverage Available for: Nassau

- 11507 - ALBERTSON (3)
- 11509 - ATLANTIC BEACH (1)
- 11510 - BALDWIN (29)
- 11709 - BAYVILLE (1)
- 11710 - BELLMORE (31)
- 11714 - BETHPAGE (13)
- 11514 - CARLE PLACE (10)
- 11516 - CEDARHURST (11)
- 11554 - EAST MEADOW (31)
- 11732 - EAST NORWICH (1)
- 11518 - EAST ROCKAWAY (4)
- 11003 - ELMONT (13)
- 11735 - FARMINGDALE (35)
- 11001 - FLORAL PARK (22)
- 11010 - FRANKLIN SQUARE (23)
- 11520 - FREEPORT (21)
- 11530 - GARDEN CITY (20)
- 11542 - GLEN COVE (20)
- 11545 - GLEN HEAD (5)
- 11020 - GREAT NECK (1)
- 11021 - GREAT NECK (26)
- 11023 - GREAT NECK (6)
- 11024 - GREAT NECK (3)
- 11548 - GREENVALE (5)
- 11550 - HEMPSTEAD (44)
- 11557 - HEWLETT (17)
- 11801 - HICKSVILLE (44)
- 11096 - INWOOD (10)
- 11558 - ISLAND PARK (9)
- 11753 - JERICHO (8)
- 11559 - LAWRENCE (15)
- 11756 - LEVITTOWN (20)
- 11560 - LOCUST VALLEY (2)
- 11561 - LONG BEACH (40)
- 11563 - LYNBROOK (21)
- 11565 - MALVERNE (4)
- 11050 - MANHASSET (11)
- 11758 - MASSAPEQUA (51)
- 11762 - MASSAPEQUA PARK (14)
- 11566 - MERRICK (32)
- 11501 - MINICOLA (25)
- 11040 - NEW HYDE PARK (36)
- 11042 - NEW HYDE PARK (1)
- 11572 - OCEANSIDE (26)
- 11804 - OLD BETHPAGE (3)
- 11771 - OYSTER BAY (9)
- 11803 - PLAINVIEW (23)
- 11050 - PORT WASHINGTON (25)
- 11570 - ROCKVILLE CENTRE (49)
- 11575 - ROOSEVELT (4)
- 11576 - ROSLYN (6)
- 11577 - ROSLYN HEIGHTS (15)
- 11579 - SEA CLIFF (3)
- 11783 - SEAFORD (11)
- 11791 - SYOSSET (21)
- 11553 - UNIONDALE (24)
- 11580 - VALLEY STREAM (18)
- 11581 - VALLEY STREAM (5)
- 11793 - WANAUGH (20)
- 11552 - WEST HEMPSTEAD (29)
- 11590 - WESTBURY (24)
- 11596 - WILLISTON PARK (12)
- 11797 - WOODBURY (11)
- 11598 - WOODMERE (8)

FOODPHONE 777FOOD 777-FOOD

Announcements:

Manhattan menus are available! Click
Here

Here come the foodphone Menu
Guides! - advertising account execs
wanted!

Want to be part of a great team and
learn at the same time? - sharp, fun
intern wanted!

© foodphone LLC, 2003 feedback@TheFoodPhone.com

FoodPhone 777FOOD 777-FOOD Food Phone Long Island Menus

8/10/04	10:15 AM	Anonymous	17187773663	1 min	358797419
8/9/04	9:36 AM	17277722666	12127773663	1 min	358710192
8/9/04	11:01 PM	19149803641	15167773663	1 min	358640710
8/9/04	10:58 PM	19149803641	15167773663	2 min	358386091
8/9/04	10:36 PM	19176986909	17187773663	2 min	358384426
8/9/04	10:28 PM	Anonymous	15167773663	1 min	358359817
8/9/04	8:22 PM	12394102235	15167773663	3 min	358355171
8/9/04	8:20 PM	12394102235	15167773663	4 min	358156544
8/9/04	8:09 PM	15162364295	15167773663	1 min	358149935
8/9/04	7:35 PM	Anonymous	12127773663	1 min	358126052
8/9/04	6:52 PM	17182671554	17187773663	1 min	358041992
8/9/04	4:16 PM	19175770981	17187773663	1 min	357953087
8/9/04	4:09 PM	Anonymous	12127773663	1 min	357617839
8/9/04	2:44 PM	17325393303	12127773663	1 min	357602920
8/9/04	2:43 PM	18008783460	17187773663	1 min	357411213
8/9/04	1:57 PM	15168124867	17187773663	1 min	357407485
8/9/04	1:57 PM	15168124867	17187773663	1 min	357300786
8/9/04	12:28 PM	12127040158	17187773663	1 min	357298908
8/9/04	12:17 PM	Anonymous	15167773663	1 min	357098399
8/9/04	10:26 AM	16464863047	12127773663	1 min	357071513
8/9/04	9:46 AM	18008783460	17187773663	1 min	356821010
8/8/04	9:29 AM	Anonymous	12127773663	1 min	356746086
8/8/04	8:39 PM	15162491212	15167773663	2 min	356722548
8/8/04	7:45 PM	12122496012	12127773663	1 min	356383302
8/8/04	7:28 PM	19146729760	15167773663	1 min	356320119
8/8/04	7:26 PM	19146729760	15167773663	1 min	356302841
8/8/04	7:24 PM	14126800255	15167773663	2 min	356301161
8/8/04	7:09 PM	19146729760	15167773663	2 min	356298952
8/8/04	7:03 PM	13475633612	17187773663	2 min	356282716
8/8/04	6:09 PM	17574342784	17187773663	1 min	356274609
8/8/04	5:20 PM	19172321782	12127773663	1 min	356216486
8/8/04	4:40 PM	19174063328	12127773663	1 min	356164335
8/8/04	3:46 PM	19176032385	12127773663	1 min	356122957
8/8/04	3:32 PM	13474230766	12127773663	1 min	356067357
8/8/04	3:30 PM	15164588790	15167773663	1 min	356052495
8/8/04	1:44 PM	15165399377	15167773663	1 min	356049909
8/8/04	1:22 PM	12127460326	12127773663	1 min	355938785
8/8/04	1:01 PM	15167472254	15167773663	4 min	355918916
8/8/04	12:28 PM	12127340469	12127773663	1 min	355890383
8/8/04	11:34 AM	17162070111	15167773663	2 min	355854753
8/8/04	11:33 AM	17164358007	15167773663	3 min	355799749
8/7/04	10:42 PM	15164591493	15167773663	1 min	355796835
8/7/04	9:38 PM	15165399377	15167773663	1 min	355541675
8/7/04	9:36 PM	16176948486	12127773663	1 min	355490456
8/7/04	9:13 PM	15165399377	15167773663	1 min	355487074
8/7/04	9:08 PM	15163171081	15167773663	3 min	355467839
8/7/04	8:38 PM	19174007875	12127773663	1 min	355461493
8/7/04	7:46 PM	15168683337	15167773663	1 min	355432157
8/7/04	7:30 PM	16463206037	12127773663	1 min	355378915
8/7/04	4:39 PM	19173734077	15167773663	1 min	355362282
8/7/04	4:26 PM	19174001854	12127773663	1 min	355174632
8/7/04	3:22 PM	Anonymous	12127773663	1 min	355158747
8/7/04	3:21 PM	Anonymous	12127773663	2 min	355087267
8/7/04	2:51 PM	16463347252	12127773663	2 min	355084629
8/7/04	2:23 PM	18008783460	17187773663	1 min	355046989
8/7/04	2:20 PM	15165399377	15167773663	1 min	355011615
8/7/04	2:17 PM	15165399377	15167773663	1 min	355008633
8/7/04	11:54 AM	17189747909	17187773663	3 min	355007441
8/7/04	11:36 AM	19172877301	12127773663	1 min	354807917
8/7/04	11:36 AM	19172877301	17187773663	1 min	354782496
8/7/04	9:21 AM	15166206739	15167773663	1 min	354782062
8/6/04	10:29 PM	19175965457	17187773663	1 min	354630794
				1 min	354447984

7/14/04	1:51 PM	<u>15169449060</u>	15167773663	1 min	317464537
7/14/04	12:53 PM	<u>15167945411</u>	15167773663	1 min	317346450
7/14/04	12:44 PM	<u>15167945451</u>	15167773663	5 min	317348593
7/14/04	12:44 PM	<u>17133310146</u>	17187773663	1 min	317333297
7/14/04	12:41 PM	<u>15167945203</u>	15167773663	2 min	317325994
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7/14/04	11:07 AM	<u>Anonymous</u>	15167773663	1 min	317126441
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7/14/04	9:37 AM	<u>19734372125</u>	17187773663	1 min	316969094
7/14/04	8:15 AM	<u>17704641988</u>	16783439214	1 min	316891935
7/13/04	10:04 PM	<u>15164141774</u>	15167773663	5 min	316699500
7/13/04	10:06 PM	<u>15164595203</u>	15167773663	2 min	316697903
7/13/04	10:00 PM	<u>17817188370</u>	15167773663	5 min	316694822
7/13/04	10:02 PM	<u>15164141774</u>	15167773663	1 min	316692230
7/13/04	10:01 PM	<u>15164141774</u>	15167773663	1 min	316691374
7/13/04	9:54 PM	<u>13472176481</u>	17187773663	1 min	316681890
7/13/04	9:53 PM	<u>16462793530</u>	12127773663	1 min	316679952
7/13/04	9:21 PM	<u>15166621732</u>	15167773663	1 min	316633897
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7/13/04	9:10 PM	<u>Anonymous</u>	17187773663	1 min	316616521
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7/20/04	9:14 AM	<u>Anonymous</u>	15167812317	1 min	325785689
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7/19/04	7:26 PM	<u>12127773663</u>	15167812317	1 min	325247751
7/19/04	6:06 PM	<u>17187773663</u>	15167812317	1 min	325053910
7/19/04	3:59 PM	<u>17187773663</u>	15167812317	1 min	324747181
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7/19/04	11:22 AM	<u>15167773663</u>	15167812317	1 min	324176868
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7/19/04	9:28 AM	<u>17187773663</u>	15167812317	1 min	323976143
7/19/04	9:26 AM	<u>15167773663</u>	15167812317	1 min	323973130
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7/18/04	8:15 PM	<u>15167773663</u>	15167812317	1 min	323620800
7/18/04	6:48 PM	<u>15167773663</u>	15167812317	5 min	323534608
7/18/04	6:44 PM	<u>12127773663</u>	15167812317	1 min	323526004
7/18/04	5:47 PM	<u>17187773663</u>	15167812317	1 min	323466216
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7/17/04	8:48 PM	<u>Anonymous</u>	15167812317	1 min	322755633
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7/17/04	6:57 PM	<u>12127773663</u>	15167812317	1 min	322648678

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6/8/04	7:32 PM	12127773663	15167812317	1 min	268930344
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6/8/04	9:36 AM	Anonymous	17187773663	1 min	267849658
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6/7/04	5:41 PM	<u>13054670102</u>	15167773663	3 min	267189520
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6/7/04	12:14 PM	<u>15166205383</u>	15167773663	2 min	266552727
6/7/04	12:03 PM	Anonymous	17187773663	1 min	266529414
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6/7/04	9:21 AM	Anonymous	17187773663	1 min	266258590
6/7/04	9:18 AM	<u>16317388321</u>	17187773663	1 min	266254216
6/6/04	9:44 PM	<u>19103816978</u>	17187773663	1 min	266040964
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6/6/04	6:20 PM	<u>15168517846</u>	15167773663	1 min	265852930

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5/21/04	6:57 PM	12127773663	15167812317	1 min	246601478
5/21/04	6:21 PM	15167773663	15167812317	1 min	246547514
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4/2/04	6:14 PM	Anonymous	15167812317	20 min	191193194
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4/2/04	5:46 PM	15167773663	15167812317	1 min	191138814
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(917) 744-0401

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Location Info:

23112 PO BOX, Brooklyn, NY 11202

Website:

<http://www.foodphone.com>

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